

due under a contract of insurance written by Travelers insuring a physical property located at Fletcher Road, Gruetli Laager, Grundy County, Tennessee, owned by Wesley Brett Garner. The Plaintiff is allegedly a lien holder or mortgagee on the contract for insurance issued by Travelers. The residential structure in question was allegedly destroyed by fire on December 2, 2009.

Petitioner Travelers seeks this action's removal to this Court because the controversy is wholly between citizens of different states and involves an amount in controversy exceeding \$75,000.00, exclusive of the interest and cost. See 28 U.S.C. § 1332. Specifically, the Complaint alleges that the Plaintiff should be awarded a judgment against the Defendants due to the Defendants' failure to pay under the terms of the insurance contract. The mortgage payoff requested by Citizens is in excess of \$75,000.00. Additionally, the Plaintiff seeks recovery for an unspecified amount of damages for the Defendants' alleged bad faith refusal to pay.

The Plaintiff is a domestic corporation licensed to do business in the State of Tennessee, and was so at the time of the action's filing and removal. Defendant Travelers is a corporation incorporated in Connecticut, with its principal place of business in Connecticut. Defendant Jason Gillentine, d/b/a Gillentine Insurance, is and was a resident and citizen of the State of Tennessee at the time of this action's filing and removal. But for reasons stated herein and in the Memorandum of Law filed along with this Notice, Gillentine's residence does not defeat diversity jurisdiction in this action.

The amount of controversy exceeds \$75,000.00, exclusive of interest and cost. This notice is filed within the time prescribed by 28 U.S.C. § 1446(b). A copy of the

Summons and Complaint, being all the papers served on this Defendant, are attached to this Notice as Exhibit A.

Based on the foregoing, notice is hereby given that this civil action is removed from the Chancery Court of Grundy County, Tennessee, to this Court.

Further, this Defendant, under Federal Rule of Civil Procedure 12(b)(6), asks this Court for an order dismissing Defendant Jason Gillentine, d/b/a Gillentine Insurance, for any claim based on the alleged breach of insurance contract. This Defendant sets forth the reasons for such dismissal more fully in its Memorandum of Law filed contemporaneously herewith.

Respectfully submitted,

RAINEY, KIZER, REVIERE & BELL, P.L.C.

s/Russell E. Reviere
Russell E. Reviere (07166)
Attorney for Defendant
209 East Main Street
P. O. Box 1147
Jackson, TN 38302-1147
(731) 423-2414

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of this pleading or document was served upon the following by mailing or by delivery to the person or office of such counsel:

L. Thomas Austin
Jennifer A. Mitchell
Attorneys for Plaintiff
P.O. Box 666
Dunlap, TN 37327

Jason Gillentine
d/b/a Gillentine Insurance
301 S. High Street
Ste. F
McMinnville, TN 37110

This the 3rd day of January, 2011.

s/ Russell E. Reviere